

1 BILL NO. S-84-2- 35

2 SPECIAL ORDINANCE NO. S- 17-84

3 AN ORDINANCE approving Contract
4 #394-83 - Baer Field Sanitary
5 Sewer Extension between Scheidleman
6 Excavating, and the City of Fort
7 Wayne, Indiana, in connection with
8 the Board of Public Works.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That Contract #394-83 - Baer Field Sanitary
12 Sewer Extension between Scheidleman Excavating, and the City of
13 Fort Wayne, Indiana, in connection with the Board of Public Works,
14 is hereby ratified, affirmed and approved in all respects. The
15 work under said Agreement requires:

16 a sanitary sewer extension that will
17 serve the air traffic control tower
at Baer Field. Contractor shall fur-
nish all labor, material, equipment,
tools, power, transportation, miscel-
laneous equipment, etc., necessary for
the installation of the following:

18 Beginning at a proposed Structure #1
19 located 75+ LF South of and 20+ LF
20 east of the centerline of the South
21 end of Keller Road; thence east 335+
22 LF to a proposed Structure #2 located
23 75+ LF South of and 335+ LF East of
24 said southern end of Keller Road;
thence East 270+ LF to a proposed
Structure #3 located 75+ LF South
of 625+ LF East of said southern
end of Keller Road. Said sewer shall
be 10", 8", and 6" in diameter;

25 at a total cost of Twenty-Two Thousand Two Hundred Ninety-Five
26 and 13/100 Dollars (\$22,295.13).

27 SECTION 2. Prior Approval was received from Council
28 with respect to this Contract on December 27, 1983. Two (2)
29 copies of the Contract attached hereto are on file with the City
30 Clerk's Office, and are available for public inspection.

31 SECTION 3. That this Ordinance shall be in full force
32

1 || Page Two

3 and effect from and after its passage and any and all necessary
4 approval by the Mayor.

John P. Doherty
Councilmember

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Stai, and duly adopted, read the second time by title and referred to the Committee Cody Allie (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on , the 19 day of , at o'clock .M., E.S.

DATE: 2-14-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Valencia, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HENRY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>REDD</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: Feb 28, 1984

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J-17-84
on the 28th day of February, 1984.

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Ray A. E. Cook
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 29th day of February, 1984,
at the hour of 11:30 o'clock .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of March,
1984, at the hour of 1 o'clock .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

1-25-84

CONTRACT NO. 394-1983

THIS CONTRACT made and entered into in triplicate this 25th day of January, 1984, by and between SCHEIDLEMAN EXCAVATING, INC., herein called "CONTRACTOR," and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, acting by and thorough the MAYOR and the BOARD OF PUBLIC WORKS hereinafter called "OWNER,"

WITNESSETH, that the Contractor and the Owner for the consideration herein-after named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

Beginning at a proposed Structure #1 located $75\pm$ LF South of and $20\pm$ LF east of the centerline of the South end of Keller Road; thence east $335\pm$ LF to a proposed Structure #2 located $75\pm$ LF South of and $335\pm$ LF East of said southern end of Keller road; thence East $270\pm$ LF to a proposed Structure #3 located $75\pm$ LF South of and $625\pm$ LF East of said southern end of Keller Road.

Said Sewer shall be 10", 8" and 6" in diameter,

all according to Fort Wayne Pollution Control Engineering Department's Drawing No. SY-111111, Sheets 1 and 2 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The owner shall pay contractor for the performance of the contract the unit price sum of \$22,295.13. In the event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

10" Sanitary Sewerr (10'-12' Depth)	Twenty-Three and 35/100	\$ 23.37
8" Sanitary Sewer (10'-12' Depth)	Twelve and 60/100	\$ 12.60
6" Building Sewer	Eight and no/100	\$ 8.00
6" Tee or WYE	Twenty-Five and no/100	\$ 25.00
6" Cleanout w/concrete pads	One Hundred Fifty no/100	\$ 150.00
Std. CFW Manhole, Type I-A (10'-12' Depth)	Eight Hundred Sixty 38/100	\$ 860.38
#53-#73 Stone Backfill	Seven and 32/100	\$ 7.32
14" Concrete Removal (inc. saw cut)	Twenty-Six and 73/100	\$ 26.73
14" Replacement w/9x9x9 wire mesh	Eight and 80/100	\$ 8.80
6" Concrete Curb - CFW Type III	Six and 60/100	\$ 6.60
4" Concrete Walk	Three and 30/100	\$ 3.30
6" Deep Strength Asphalt	Fourteen and 30/100	\$ 14.30
9" Deep Strength Asphalt Streets	Twenty-Two and no/100	\$ 22.00
2" Seed and Mulch	.50/100	\$.50

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplies to the jobsite as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted thereupon, and the entire balance of the contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The contractor further agrees to be bounded by Section 15-13 (as amended) of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on 12 December 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of Indiana and Ordinances of City of Fort Wayne, attached hereto and made a part hereof. (WR/1).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 394-1983.
- B. Instructions to Bidders for Contract No. 394-1983
- C. Contractor's Proposal Dated 21 December 1983
- D. Fort Wayne Water Pollution Control Engineering Department's Construction Drawing No. SY-11111, Sheets 1 and 2.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted 23 July 1980, and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne
- H. Non-Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing Wage Scale
- J. Performance Bond
- K. Labor and Material Payment Bond
- L. Comprehensive Liability Insurance Coverage
- M. Notice of Award
- N. Notice to Proceed
- O. Change Order
- P. Notice of Final Acceptance
- Q. Right of Way Cut Permit

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage. Insurance in force issued in connection with the work to be done under this contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Engineering Department and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

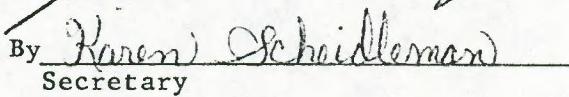
The Contractor agrees to complete the work specified in the within contract in 120 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 12. COUNCILMANIC APPROVAL

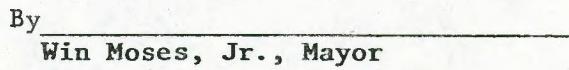
This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

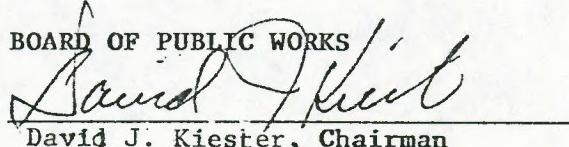
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

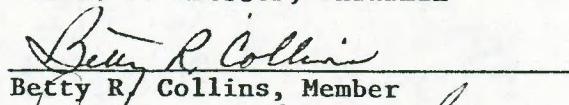
By 
President

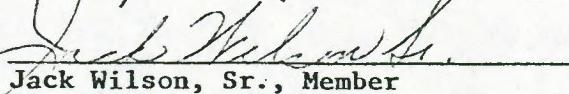
By 
Secretary

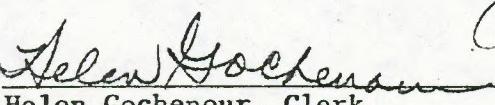
CITY OF FORT WAYNE, INDIANA

By 
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

David J. Kiester, Chairman


Betty R. Collins, Member


Jack Wilson, Sr., Member

ATTEST: 
Helen Gochenour, Clerk

APPROVED by the Common Council of the City of Fort Wayne, on _____ day of _____, 1983.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

SCHEIDLEMAN EXCAVATING, INC.

(Name of Contractor)

6225 Stoney Creek Drive, Fort Wayne, IN 46825

(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and Balboa Insurance Company

^(Name of Surety)
620 Newport Center Drive
Newport Beach, CA 92663

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation if the penal sum of Twenty-Two Thousand
13/100
Tow Hundred Ninety-Five/ ($\$22,295.13$) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the principal entered into certain contract with the City, dated the 25 day of January, 1984, for construction of:

Baer Field Traffic Control Tower
Sanitary Sewer Extension
Resolution 394-1983

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11111 Sheets 1 and 2 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addenda adopted 23 July 1980, and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and,

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, any any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in THREE (3)
(number)
counterparts, each one of which shall be deemed an original, this 4th
day of January 1984.

ATTEST:

Karen Scheidleman
(Principal) Secretary

M. Carol Currin
(Witness as to Principal)

6225 Stoney Creek Drive
(Address)

Fort Wayne, Indiana 46825

SCHEIDLEMAN EXCAVATING, INC.

By John D. Scheidleman, President
[S]

6225 Stoney Creek Drive
(Address)

Fort Wayne, Indiana 46825

BALBOA INSURANCE COMPANY

(Surety)

ATTEST:

Vicki L. Beale
(Surety) Secretary

Vicki L. Beale.
[SEAL]

Witness as to Surety

234 West Cedar
(Address)

Kalamazoo, MI 49007

By Judith A. Hope
Attorney-in-Fact

Judith A. Hope
234 West Cedar
(Address) Kalamazoo, MI 49007

NOTE: Date of Bond must not be prior to date of Contract. If Contractor
is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Scheidleman Excavating, Inc.
(Name of Contractor)

6225 Stoney Creek Drive, Fort Wayne, IN 46825
(Address of Contractor)

a _____, hereinafter called Principal,

cipal, and Balboa Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, herein-after called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of Twenty-Two Thousand Two Hundred Ninety-Five and 13/100 Dollars (\$ 22,295.13) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 25 day of January, 1984. for the construction of:

"Baer Field Traffic Control Tower"
Sanitary Sewer Extension
Resolution 394-1983

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11111, Sheets 1 and 2 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addenda adopted 23 July 1980.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications and,

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on

equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed THREE (3)
(number)

counterparts, each one of which shall be deemed an original, this 4th
day of January, 1984.

ATTEST:

SCHEIDLEMAN EXCAVATING, INC.
Principal

Karen Scheidleman
(Principal) Secretary

[SEAL]

By  [s]
John D. Scheidleman, President
6225 Stoney Creek Drive
(Address)

Fort Wayne, Indiana 46825

M. Carol Cline
Witness as to Principal

6225 Stoney Creek Drive
(Address)
Fort Wayne, Indiana 46825

ATTEST:

Vicki L. Beale
(Surety) Secretary

Vicki L. Beale

[SEAL]

Natalie Bell II
Witness as to Surety

234 West Cedar
(Address)

Kalamazoo, MI 49007

BALBOA INSURANCE COMPANY

Surety
By Judith A. Hope
Attorney-in-Fact
Judith A. Hope

234 West Cedar
(Address)

Kalamazoo, MI 49007

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

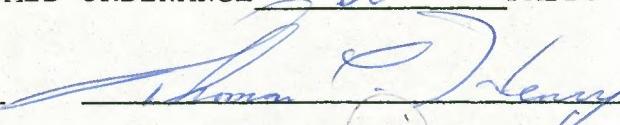
BILL NO. S-84-02-35

REPORT OF THE COMMITTEE ON CITY UTILITIES

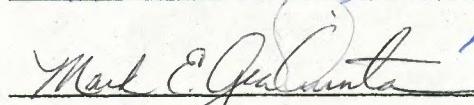
WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN
ORDINANCE approving Contract #394-83 - Baer Field Sanitary Sewer
Extension between Scheidleman Excavating, and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE do PASS.

THOMAS C. HENRY, CHAIRMAN



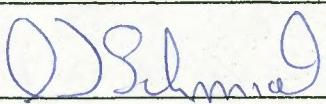
MARK E. GIAQUINTA, VICE CHAIRMAN



CHARLES B. REDD



JAMES S. STIER



DONALD J. SCHMIDT

CONCURRED IN 2-28-84
SANDRA E. KENNEDY, CITY CLERK

TITLE OF ORDINANCE Contract #394-83 - Baer Field San. Sewer Extension

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

384-02-35

SYNOPSIS OF ORDINANCE Contract #394-83 is a sanitary sewer extension that will serve the air traffic control tower at Baer Field. Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

Beginning at a proposed Structure #1 located 75± LF South of and 20± LF east of the centerline of the South end of Keller Road; thence east 335± LF to a proposed Structure #2 located 75± LF South of and 335± LF East of said southern end of Keller Road; thence East 270LF± LF to a proposed Structure #3 located 75± LF South of and 625± LF East of said southern end of Keller Road. Said sewer shall be 10", 8", and 6" in diameter. Scheidleman Excavating is the Contractor.

PRIOR APPROVAL RECEIVED DECEMBER 27, 1983

EFFECT OF PASSAGE Improved sewer conditions to serve Air Traffic Control Tower-Baer Field

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$22,295.13

ASSIGNED TO COMMITTEE